

**Government of India  
Unique Identification Authority of India  
Regional Office, 7th Floor, MTNL Exchange Building,  
GD Somani marg, Cuffe Parade, Mumbai - 400 005.**

**TENDER DOCUMENT  
HIRING OF HOUSEKEEPING SERVICES IN UIDAI R.O. MUMBAI**

- 1) Date of Issue : 12-08-2016
- 2) Last Date & time for submission of Tender Document : up to 1500 hours on 02-09-2016
- 3) Last date for pre-bid clarification : 22-08-2016
- 4) Date & time for opening of Tender Document
  - a) Technical bid : At 16:00 hours on 02-09-2016
  - b) Commercial Bid of eligible Tenderers : Will be intimated later

**GOVERNMENT OF INDIA  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA  
REGIONAL OFFICE, MUMBAI**

**TENDER FOR HOUSEKEEPING SERVICES**

**LAST DATE FOR SUBMISSION OF TENDER: 02-09-2016**

-----

**Sub: Inviting bids for Housekeeping services for UNIQUE IDENTIFICATION AUTHORITY OF INDIA (UIDAI), REGIONAL OFFICE (RO), MUMBAI, 7<sup>th</sup> floor, MTNL Exchange Building, G.D Somani Marg, Cuffe Parade, Mumbai – 400 005.**

-----

Sealed tenders from registered and reputed agencies/firms are invited for hiring of housekeeping services for cleaning and maintenance work, in the Regional Office of UIDAI, at 7<sup>th</sup> Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade, Mumbai – 400005.

The bidders are requested to go through the tender document carefully, which will form part of the contract. The bidders should furnish all the requisite information, sign all the pages and submit the bid to the Deputy Director, UIDAI, Regional Office, Mumbai, latest by 15.00 pm on 02-09-2016.

Contact person:

Shri Dr. B V Jichkar  
Deputy Director  
UIDAI, Regional Office  
7<sup>th</sup> Floor, MTNL Ex-Change Building,  
G.D Somani Marg, Cuffe Parade,  
Mumbai – 400 005.  
Telefax: 022-22183482  
Email: bhalchandra.jichkar@uidai.net.in

## SCHEDULE OF TENDER

- |                                  |   |
|----------------------------------|---|
| 1. Tender Notice No.             | : 4/32/2016-Admin-VI  |
| 2. Name of the work              | : Hiring of Housekeeping Services for UIDAI,R.O<br>Mumbai   |
| 3. Location of work              | : 7 <sup>th</sup> Floor, Cuffe Parade MTNL Exchange<br>Building, G.D. Somani Marg, Mumbai-400005  |
| 4. Submission of Tender Document | : Tender to be submitted by 02-09-2016 at 15:00 hrs   |
| 5. Envelopes to be addressed     | : Bid For hiring Housekeeping Services for office<br>of UIDAI – Regional Office, Mumbai.  |
|                                  | <b>Deputy Director<br/>Unique Identification Authority of India,<br/>R.O, Mumbai, 7<sup>TH</sup> Floor, Cuffe Parade, MTNL<br/>Exchange Building, G. D. Somani Marg, Mumbai, 400 005.</b> |
| 6. Opening of tender             | : on 02-09-2016 at 16:00 hrs  |
| 7. Amount of EMD                 | :Rs. 15,000/- (Rupees Fifteen Thousand Only)  |
| 8. Cost of Tender Form           | :Rs. 100/-  |

**Note:** 1) The tender form and connected documents can be downloaded from the UIDAI website. However, the tender must be submitted in physical form. Tenders received by email or in any other electronic form will be rejected.

2) The tender bid completed in all respects must be received in this office before due date and time indicated above. The tenders received after the scheduled date and time will be rejected outright. All outstation tenders should be sent to the undersigned, so as to reach in stipulated date and time. As this is a two bid system, technical bid and commercial bid are to be submitted as per the instructions in the Tender Documents.

**Deputy Director  
UIDAI Regional Office  
7<sup>th</sup>Floor, MTNL Exchange,  
G.D. Somani Marg, Cuffe Parade,  
Mumbai, 400 005.  
bhalchandra.jichkar@uidai.net.in**

## CONTENTS OF THE TENDER DOCUMENT

<b>SL. No.</b>	<b>Description</b>	<b>Page No.</b>
<b>1</b>	<b>Tender Notice</b>	<b>5</b>
<b>2</b>	<b>Eligibility Conditions and supporting documents</b>	<b>6-7</b>
<b>3</b>	<b>Technical Bid Proforma and Undertaking</b>	<b>8-10</b>
<b>4</b>	<b>Financial Bid Proforma</b>	<b>11</b>
<b>5</b>	<b>Terms and Conditions of the Agreement (including Annexure-I &amp; II)</b>	<b>12-24</b>
	<b>(i) General Terms and Conditions (Annexure - I) - Pages: 12-18</b>	
	<b>(ii) Specific Terms and Conditions including scope and schedule of work (Annexure - II) - Pages: 19-24</b>	
<b>6</b>	<b>Proforma of PBG</b>	<b>25-26</b>

**GOVERNMENT OF INDIA  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA  
REGIONAL OFFICE, MUMBAI**

**TENDER NOTICE**

- 1) Sealed quotations from registered and reputed agencies/firms are invited for hiring of housekeeping services for cleaning and maintenance work, in office building at 7<sup>th</sup> Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade, Mumbai - 400005. Housekeeping services shall be hired by this office from the firm for men and machinery required for cleaning, along with cleaning material.
- 2) Sealed quotations with separate Technical and Financial bids filled in the specified Proforma and addressed to the Deputy Director, Office of the Unique Identification Authority of India, Regional Office, 7th Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade, Mumbai-400005, should reach latest by 15.00 pm on 02-09-2016.
- 3) Quotations received after the stipulated date and time will not be entertained.
- 4) The envelope containing the tender should be clearly super-scribed as "**Tender for hiring of House Keeping Services in UIDAI, Regional Office, Mumbai**". The tender must be accompanied with a demand draft of Rs 15,000 (Rs Fifteen Thousand Only) as EMD in favour of DDO, UIDAI, RO, Mumbai, Payable at Mumbai.
- 5) Tender Document can be collected from Office of the Unique Identification Authority of India, Regional Office, 7th Floor, MTNL Exchange Building, G. D. Somani Marg, Cuffe Parade, Mumbai-400005 on any working day between 11.00 am to 4.00 pm by paying the cost of the tender document, i.e., Rs. 100/- (Rupees One Hundred Only). The same is also available on UIDAI website <http://www.uidai.gov.in> and CPP Portal. The cost of the tender document can also be paid at the time of submission either in cash or DD of Rs. 100/- in favour of "DDO, UIDAI, RO, Mumbai", Payable at Mumbai.
- 6) Annexure –I containing General Terms and Conditions and Annexure – II stating Specific Terms and Conditions including Scope and Schedule of work, are part of the tender document.
- 7) The Technical Bids shall be opened first in the UIDAI, Regional Office, 7th Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade, Mumbai-400005 at 15.00 pm on 02-09-2016 by the Committee authorized by this office and in the presence of such tenderers who may wish to be present. The financial Bids of only those tenderers, whose Technical Bids have been accepted by the Office of the Unique Identification Authority of India, shall be opened at the same venue as informed by the Committee authorized by the this office and in the presence of those who wish to be present. The Competent Authority of UIDAI, Regional Office, Mumbai reserves the rights to reject any or all the quotations without assigning any reason.

**(Dr. B V Jichkar)**  
**Deputy Director**

**GOVERNMENT OF INDIA  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA  
REGIONAL OFFICE, MUMBAI  
TENDER FOR HIRING OF HOUSEKEEPING SERVICES**

**ELIGIBILITY CONDITIONS FOR BIDDER**

1. The firm should be a limited registered company and should furnish a copy of registration certificate in support thereof.
2. The firm should have experience of successfully executing the Housekeeping Services in minimum three reputed firms / organisations in Mumbai region of any three years in the last five years. Satisfactory Service Certificates from existing / past employers for the same period should be enclosed with the Technical Bid.
3. The firm should have a minimum of 20 employees on their payroll. Supporting proof thereof should be attached with the Technical Bid. The annual turnover of the firm should be Rs. 15 Lakh and furnish along with the quotation a financial statement / balance sheet of the previous three financial years i.e., 2013-14, 2014-15 and 2015-16 in respect of the firm as evidence in support of their claim towards financial stability.
4. Income Tax payment certificates for the last 3 financial years should also be provided by the firm with the Technical Bid, i.e., 2013-14, 2014-15 and 2015-16.
5. The firm should have a registered office in Mumbai. Supporting proof thereof should also be attached in the Technical Bid.
6. The bidder should have a valid license for providing pest control services.
7. The firm should also furnish along with the quotation a financial statement / balance sheet of the previous two financial years (2015-16, 2014-15) in respect of the firm as evidence in support of their claim towards financial stability in future.
8. The firm should have a provision of smart Uniform, equipment and well supervised staff having proper identity Cards.
9. The firm should be registered with EPF Commissioner. Supporting Registration Numbers and proof should also be provided.
10. The firm should comply with the statutory provisions of the labour laws, minimum wages, bonus, Employee's State Insurance (ESI) etc. Registration certificates thereof should be furnished.
11. Firms should have sufficient numbers of staff in back office also in order to replace / provide additional staff as and when required.

(Dr. B V Jichkar)  
Deputy Director

**LIST OF SUPPORTING DOCUMENTS TO BE ENCLOSED ALONG WITH TECHNICAL BID**

Sl.No.	Description of the document to be enclosed	Enclosed (Yes / No)
1	Attested copy of Company Registration Certificate.	
2	Attested copy of PAN card.	
3	Service Certificates from three reputed firms / organizations (existing / past employers) for any 3 years in the last five years.	
4	Supporting document of employees roll.	
5	Attested copies of Income tax payment certificates for the last 3 Years (2015-16, 2014-15 & 2013-14).	
6	Attested copy of license for providing pest control services	
7	Attested copy of Financial statement / Balance Sheet of last three financial years (2013-14, 2014-15 and 2015-16).	
8	Attested copy of Supporting proof of registration numbers with EPF commissioner.	
9	Attested copy of registration certificates with Employees State Insurance Corporation (ESIC).	
10	Undertaking.	

**GOVERNMENT OF INDIA  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA  
REGIONAL OFFICE, MUMBAI  
TECHNICAL BID PROFORMA**

Sr.No.	Description	Yes / No
1	Name of the Tenderer/ Concern:	
2	Address (with Tel. & Mob. No.):	
3	Nature of the concern: _____ (i.e. Partnership firm or a Limited Company or a Government Department or a Public Sector Organisation)	
4	Registration Number of Tenderer/ Concern : (Attested photocopy of registration should be attached)	
5	PAN Number of Tenderer/ Concern : _____ (Attested copy should be attached)	
6	Bank Guarantee/ Demand Draft No. _____ dated _____ From bank name _____ Amounting to Rs. _____ as Earnest Money Deposit	
7	Whether firm has minimum three years of experience in the last five years.	
7.1	If yes, supporting proof from the existing / past employer attached	
8	List of organizations with address and Telephone number to whom housekeeping services have been provided to any three reputed firms / organizations in any three years during the last five years with period of contract is to be enclosed (Summary may be enclosed on separate sheets for each contract and period and amount of contract. Remarks/ observations/ appreciation of the organization for whom the work was conducted and any other information considered important by tenderer should be provided).	
9	Attached attested copies of Income tax payment certificates for the last 3 Years (2015-16, 2014-15 & 2013-14) PAN Card No: _____	
10	Service Tax Payment certificate is attached. Service Tax Registration No.: _____	
11	Whether firm has provision of smart uniforms, identity cards	
12	Registration Number of ESIC: (Attested photocopy of registration should be attached)	
13	Registration Number of EPFO: (Attested photocopy of registration should be attached)	
14	Acceptance of terms and conditions attached. (Please sign each page of terms and conditions as token of acceptance)	
14.1	Whether the Company owns manpower a minimum of 20	
14.2	If yes, supporting proof attached	
15	Whether the company operates on All India basis.	
15.1	If yes, supporting proof attached	



16	Attached attested copy of Financial statement / Balance Sheet of last three financial years (2013-14, 2014-15 and 2015-16).	
17	Whether firm owns all the requisite machineries	
18	Undertaking that no case is pending with police against Proprietor/firm/partner or company	
19	Details / Technical Details of all the machineries recommended by the firm for using in the office	

SI. No	Utilization Area	Brand	Technical specifications	No of Machines required	Remarks

Dated :  
At :

(Dated Signature of Tenderer  
with stamps of the firm)

## **UNDERTAKING**

(To be submitted by the bidder)

1. I/ We undertake that I/ we have carefully studied all the General terms and conditions and understood the parameters of the proposed work for the office of unique Identification Authority of India and shall abide by them.

2. I/ We also undertake that I/ We have understood "Specific Terms and Conditions including Scope and Schedule of Work" mentioned in Annexure-II of the Tender No. \_\_\_\_\_ and shall conduct the work strictly as per these "Specific Terms and Conditions including Scope and Schedule of Work".

3. I/ We hereby certify that none of my relative(s) as defined in Disclaimer, Clause No.: 24.0 of Annexure-I is / are employed in UIDAI office.

4. I/ We further undertake that the information given in this tender are true and correct in all respect and I/ we hold responsibility for the same.

5. I / We, \_\_\_\_\_ hereby undertake that no case is pending with the police against the Proprietor / Firm / Partner of the Company (Agency).

OR

Convictions in the past against the Company / Firm / Partner are indicated as under:-

a.

b.

Dated: \_\_\_\_\_

At: \_\_\_\_\_

**(Dated Signature of Tenderer  
with stamps of the Firm)**

**GOVERNMENT OF INDIA  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA  
REGIONAL OFFICE, MUMBAI  
TENDER FOR HIRING OF HOUSEKEEPING SERVICES**

**FINANCIAL BID PROFORMA**

A) Housekeeping staff :

Particulars	Required staff	Unit Rate Per month (in Rs.) (Min. wages + Statutory Payments + Others)	Amount quoted per month (in Rs.)
Working Hour	5		
a) 7.00 am - 9.30 am			
b) 9.30 am - 6.00 pm	2		
Total Amount quoted for staff			
Other administrative cost including cost of consumables etc.			
Total Cost			

**Note: All the rates mentioned above are excluding applicable taxes.**

Dated: \_\_\_\_\_

At: \_\_\_\_\_

**(Dated Signature of Tenderer  
with stamps of the Firm)**

**GOVERNMENT OF INDIA  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA  
REGIONAL OFFICE, MUMBAI  
Tender for Hiring of Housekeeping Services**

**GENERAL TERMS AND CONDITIONS**

The contract will initially be valid for One Year and may be renewed in writing for a further period of one year on such terms and conditions as may be mutually agreed upon. The rates agreed and accepted herein shall and would be as per minimum wages act & remain unchanged during the operative period of this Agreement. The Agency shall not be entitled to raise any demand imposing additional financial burden on UIDAI, RO, Mumbai on any account. The successful tenderer shall be referred to in this document for the purposes of this contract as 'agency'.

**1.0 PREPARATION AND SUBMISSION OF TENDER:**

The tender should be submitted in two parts namely, Technical bid along with Earnest Money Deposit and Financial Bid and each bid should be kept in a separate sealed cover. Both the bids should be kept in another sealed cover addressed to the undersigned. The outer envelope containing sealed cover should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be super scribed with Tender Number, subject of Tender, whether the envelope is containing "Technical Bid" or "Financial Bid" and date of opening of tender.

**2.0 TECHNICAL BID**

The Technical bid should be submitted as per Technical Bid proforma along with the Bank Guarantee/Demand Draft of Rs.15,000/- (Rupees Fifteen Thousand only) as EMD along with registration particulars, copy of PAN Number issued in favor of the firm, and other information sought for in the Proforma. Technical bid will be evaluated by a committee constituted by UIDAI, R.O, Mumbai. The said committee may visit the client sites (As per information furnished by bidder at Sr.No: 8 of Technical Bid Performa) to whom housekeeping services have been provided by the bidder for three years during the last 5 years and submit its report to the committee of UIDAI, RO, Mumbai. The financial bid of only those tenderers whose technical bids have been found eligible by UIDAI RO Mumbai shall be opened.

**3.0 FINANCIAL BID**

The Financial Bid should be submitted as per the Financial Bid proforma in a separate sealed cover kept inside the main cover. The financial Bids of those tenderers, who are found technically fit, will be opened on a specified date and time.

**4.0 EARNEST MONEY DEPOSIT (EMD):**

4.1 Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. 15,000 (Rupees Fifteen Thousand only) along with their bids. The EMD may be submitted in the form of an Account payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in favor of: "DDO, RO, UIDAI, Mumbai" from any of the public sector banks or a private sector bank authorised to conduct government business as per appendix N of the Procurement Manual (can be provided on request). EMD is to remain valid for a

period of forty-five (45) days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organisation (e.g. GDS&D), National Small Industries Corporation (NISC). The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

4.2 Once the tender is submitted, Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid Earnest Money Deposit will be forfeited to the Government.

4.3 The tenders without Earnest Money Deposit will be summarily rejected.

4.4 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit.

## **5.0 OPENING OF TENDER**

5.1 The tenderer is at liberty either himself or authorize, not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

5.2 The Technical Bids will be opened by a committee authorized by the competent authority at 15.00 PM on 02-09-2016 in the office of UIDAI, Regional Office, 7<sup>th</sup> Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade, Mumbai-400005 in the presence of such tenderers who may wish to be present.

5.3 The Financial Bids of only those tenderers will be opened, whose Technical Bids have been found eligible by the TEC. These will be opened in the presence of those tenderers whose Technical Bids are accepted and who wish to be present. The lowest bid would be issued the Letter of intent.

## **6.0 RIGHT OF ACCEPTANCE**

6.1 The Office of the Unique Identification Authority of India, reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Competent Authority of the Regional Office, Mumbai of the Unique Identification Authority of India in this regard shall be final and binding.

6.2 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

## **7.0 COMMUNICATION OF ACCEPTANCE**

Successful Tenderer will be informed of the acceptance of their tender.

## **8.0 VALIDITY OF THE BIDS:**

The bids shall be valid for a period of 120 days from the date of opening of the tenders.

## **9.0 AWARDING OF TENDER**

The contract may be awarded to the bidder whose total cost will be lowest subject to fulfillment of all other conditions stipulated in the tender document.

## **10.0 AGREEMENT**

The Agency shall enter into contract with UIDAI, RO, Mumbai as soon as decision in this regard is taken on non-judicial stamp paper of Rs.100/- (Rs. One Hundred Only) and execute an Indemnity Bond on non-judicial stamp paper of Rs.100/- indemnifying UIDAI, RO, Mumbai against all claims disputes, damages, costs etc. more particularly with regard to employees deployed by the Agency.

## **11.0 PARTIES**

The parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and the Office of the Unique Identification Authority of India, Regional Office, Mumbai.

## **12.0 ADDRESSES**

For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Unique Identification Authority of India, Regional Office, 7th Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade, Mumbai-400005. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

## **13.0 SIGNING OF TENDER**

13.1 Individual signing the tender or other documents connected with contract must specify whether he signs as:-

- a) "Sole proprietor" of the Concern or constituted attorney of such sole proprietor.
- b) Partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Director or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.

13.2 In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

13.3 In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.

13.4 A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Office of the Unique Identification Authority of India may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

13.5 The tenderer should sign and affix his/his firm's stamp at each page of the tender and all its Annexures as the acceptance of the offer by the tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS TENDER DOCUMENT.**

(This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the Unique Identification Authority of India necessary).

#### **14.0 COMMENCEMENT OF CONTRACT**

The contract shall commence from the date of consent of the firm to the terms and conditions. Initially, the contract will be for one year extendable up to additional one year, if performance/services are found satisfactory on review after one year. The contract so awarded can be terminated by the Office of the Unique Identification Authority of India at any time without any notice or conveying any reason therefore.

#### **15.0 PERFORMANCE BANK GUARANTEE (PBG)**

The bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or private sector bank authorised to conduct government business for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Service Provider. The specimen of PBG is given at Annexure-II for reference.

#### **16.0 PAYMENT**

16.1 The term 'payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money Deposit (EMD) and Security Deposit (PBG) governed by the separate clauses of the contract.

16.2 The payment will be based on number of persons attended duties subjected to producing of attendance sheets for the month.

16.3 The contractor shall submit the bill in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.

16.4 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

16.5 All payments shall be made by Electronic Clearing System (ECS) only.

16.6 Terms of payment as stated in the Tender Documents shall be final.

16.7 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

16.8 Office of the Unique Identification Authority of India shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties (Clause No: 23) mentioned in following paragraphs.

## **17.0 TERMINATION**

17.1 During the course of this agreement the agency on completion/ termination of contract will peacefully vacate the premises after repairing the premises wherever necessary within a period of 30 days notice in writing by UIDAI, Ro, Mumbai. For this purpose UIDAI, RO, Mumbai shall be the sole judge to decide whether the performance of the Agency is satisfactory or not and such decision of the Dy. Director General of UIDAI, RO, Mumbai shall be final, conclusive and binding on the Agency and the Agency shall not be entitled to any compensation in this regard. Furthermore if an account of non-renewal of this contract the agency has to terminate its employee then it shall be the responsibility of the Agency to pay the legal dues to his employees. In the event of non-compliance of legal provisions on non-payment of legal dues the Agency itself shall be solely liable for all the costs and consequences. In case the Agency desires to terminate the contract within the continuance of the contract period, Agency will be required to give three months prior notice to UIDAI, R.O, Mumbai.

17.2 The Agency expressly agrees and accepts that on termination of this contract for reasons as provided in the contract, the Agency shall vacate the premises of UIDAI along with its men and material and hand over the vacant peaceful possession of the entire property of UIDAI without any hesitation and murmur to UIDAI. In case of failure of the Agency or its employees to do so UIDAI shall have the right to get the premises vacated by resorting to coercive measures and adopt such course as may be deemed necessary and appropriate.

17.3 While the office of the Unique Identification Authority of India has a regular requirement for hiring of housekeeping staff for the office space of Regional office, Mumbai. However, it shall have the right not to utilize the services at all or at any time for any period without giving any notice. The office will also reserve the right to hire the housekeeping services from any other firms of such nature even during the period of contract. Revision of rates will not be entertained during the period of contract.

## **18.0 RISK & COST**

In case of failure of the agency to provide satisfactory service UIDAI, RO, Mumbai reserve the right to get the Housekeeping work done from any other agency at the risk & cost of the tenderer.

## **19.0 DISPUTES & ARBITRATION:**

19.1 The Dy. Director General, UIDAI, RO, Mumbai and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

19.2 If a dispute of any kind whatsoever that cannot be resolved then the matter in the dispute shall be referred to sole arbitration or such other person appointed by the Deputy Director General, UIDAI, RO, Mumbai and the Contractor who is willing to act such



Arbitrator. The Arbitrator may preferably be the Labour Commissioner (In Service/Retired). If such arbitrator is non government person then the cost of arbitration should be borne equally by both parties.

19.3 As aforesaid the provisions of the Arbitration and conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitrator proceedings under this clause.

## 20.0 FORCE MAJEURE

When an extraordinary event or circumstances beyond the control of the parties, such as war, strike, riot, crime, or an event described by the legal term “act of God” (such as flooding, earthquake, or volcanic eruption), prevents on or both parties from fulfilling their obligations under the contract. In such situations decision of “Dy. Director General, UIDAI, RO, Mumbai” will be final decision & binding on both the parties.

## 21.0 SUBLETTING OF WORK:

The firm shall not assign or sublet the work or any part of it to any other person or party.

## 22.0 TRANSFER:

22.1 **The tender is not transferable.**

22.2 Agency shall not transfer or assign or share benefits of this Agreement to or with anyone. Any such violation shall render the agreement to be cancelled at the risk and cost of the successful tenderers.

## 23.0 LIQUIDATED DAMAGES

23.1 The Bidder is liable to be imposed a penalty as per table below, for poor service/delivery, inadequate staff, etc. subject to maximum deduction of 10% liquidated damages from the monthly bill. Once the maximum is reached, the Purchaser may consider termination of the Contract.

Sr.No.	Types of Service Deficiency/ Default	Severity Level	Penalty Rs.
1	Non-Deployment of the Manpower (per day)*	1	Rs. 500/-
2	Poor housekeeping services, improper upkeep or cleaning/Poor O& M of AC & AHU and electrical equipment/Machines (per occasion per day)	2	Rs. 2000/-
3	Non-Standard supply of consumables per occasion	2	Rs. 500/-

\* The penalty calculated as per above shall be deducted from the respective monthly payments for non-deployment of manpower and supply of non-standard consumables shall be replaced by the genuine standard as mentioned in the tender.

23.2 The powers of the Office of the Unique Identification Authority of India under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 6.0 above.

## **24.0 DISCLAIMER**

24.1 The near relatives of employees of the Office of the Unique Identification Authority of India are prohibited from participation in this tender.

24.2 The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family.

(b) Their husband or wife.

(c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

## **25.0 BREACH OF TERMS AND CONDITIONS**

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the security deposit in the form of performance Bank Guarantee shall be encashed.

**(Dr. B V Jichkar)**  
**Deputy Director**

**GOVERNMENT OF INDIA  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA  
REGIONAL OFFICE, MUMBAI  
Tender for Hiring of Housekeeping Services**

**SPECIFIC TERMS AND CONDITIONS**

**1.0 LICENSES AND PERMITS:**

1.1 The Agency shall obtain all necessary permits/licenses from authorized agencies such as Municipal Corporation, other Local Authorities, State/Central/Govt. Department, Labour Department etc. at his own cost. UIDAI, RO, Mumbai, shall not be held responsible for any breach of these rules and regulations by the Agency.

1.2 The agency should have its office in Mumbai district.

**2.0 ARRANGEMENTS:**

It will be the responsibility of the Agency to make sufficient, appropriate and suitable arrangements for proper and efficient services to clean and maintain so that the movable and immovable properties of UIDAI, RO, Mumbai premises including all equipment, furniture, fixtures and fittings in the premises of the Office without any damages and/ or breakages to the same. Also the agency shall be responsible for mechanized cleaning of passages, glass facades, carpet and internal areas of office including doors windows, furniture at their own cost, man, material and equipment. In case of failure of the agency to do so UIDAI, RO, Mumbai shall get the same done through other sources at the cost and expenses of the agency.

**3.0 QUALITY:**

The quality of service at all stages should as per standards laid down by UIDAI, RO, Mumbai and explained to the agency from time to time. The Agency shall be responsible for maintaining the entire premises clean at all times. The timings of duties will vary as per Administrative requirement.

**4.0 WORK-FORCE:**

4.1 All the workmen deployed by the Agency at UIDAI, RO, Mumbai shall abide by the disciplinary procedures, rules and regulations laid down by UIDAI, RO, Mumbai from time to time.

4.2 The workmen deployed by the Agency shall be its own employees under their exclusive management, supervision and control and UIDAI, RO, Mumbai shall in no way, be responsible or liable for their wages, salaries, bonus, gratuity or any other allowance, leave salary, wages for holidays or any compensation notice pay etc.

4.3 A complete list of personnel along with their bio-data photographs, proof of residence, etc. should be submitted to the Assistant Director General, UIDAI, RO, Mumbai before they are deployed. Changes should be informed forthwith when they take place.

4.4 All personnel deployed by the Agency shall at all times be medically fit. The employees should be supplied with proper uniform (Shoes & dress 2 sets) and identity

card with photographs by the Agency at its costs. Employees of the Agency should be in prescribed uniform at all times during the duty hours.

4.5 All the staff required for providing Housekeeping service should have appropriate experience required for the job. The Housekeeping Supervisor should have at least three years experience required for the job and should be able to attend to functional maintenance problems.

4.6 The workforce deployed at UIDAI, RO, Mumbai will not be changed frequently so as to maintain uniformity and discipline in the services.

4.7 The firm should have qualified electrician and plumbers at their roll.

## **5.0 MATERIAL & MACHINES:**

5.1 All cleaning material of all sorts for e.g. brooms, detergents, dusters, an all mechanized equipment required for cleaning the premises shall be provided by Agency at their cost.

5.2 It will be the responsibility of the Agency to store the materials procured by them for its use in neat, tidy and hygienic manner in the space provided by UIDAI, RO, Mumbai. The Security of such material shall be sole responsibility of the Agency. The Agency shall be fully responsible for the articles/items kept in the area covered by the housekeeping contract.

5.3 All the required machines / equipment, necessary for cleaning etc. shall be used by the firm in the office on regular basis.

5.4 It shall be mandatory for the firm to provide a complete set of machineries, like, automatic machinery for cleaning floors, machinery for facade cleaning, machinery for cleaning glass / window panel / window glass, machinery for cleaning wash room, vacuum cleaners, polishing machines, in this office.

5.5 The firm should ensure that they must use brand new machines, of reputed brands, for the mechanized housekeeping services in this office. Failure to do so will result in termination at the contract and the decision of the competent authority of this office shall be final.

5.6 The firm should also have in possession of the machineries of the latest brand which have been used for mechanized housekeeping services elsewhere. Supporting proof, thereof, should be attached.

5.7 **ABSORPTION:** The workers / staff of the Agency will have nothing to do with UIDAI, RO, Mumbai and shall have no presumptive or any kind of right of absorption in the services of UIDAI, RO, Mumbai. In order to give effect to this the Agency shall also incorporate suitable clause in the appointment orders to be issued to its workers/staff under intimation to UIDAI, RO, Mumbai.

## **6.0 SCOPE OF WORK:**

6.1 It will be the sole responsibility of the firm to maintain the housekeeping job of cleaning and maintenance of this office building of UIDAI, Regional Office, 7th Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade, Mumbai-400005.

6.2 Cleaning / Sweeping office rooms, conference and committee rooms, canteen, or in other words, all the locations of the office building including furniture, all Electrical and electronic appliances, Window panels etc. (as per the tables mentioned in clause 7.0, Schedule of Work).

6.3 It will be the responsibility of the Agency to close windows panels and doors of the premises, switch on and off lights, fans, A/C's, Taps etc. and also open close the premises, rooms etc. with the help of security personal as may be prescribed.

6.4 The agency will inspect every day as a part of its service maintenance job under this agreement electrical equipment, water coolers, sanitary systems, drainage(internal /external) check and see that they are in working conditions and report about any difficulties immediately. The Agency shall maintain appropriate record of having checked/inspected and having rectification carried out by them ( water supply points, plumbing installations, electrical appliances, furniture fixtures and any other such materials) etc. These records be shall always available to the UIDAI for necessary action.

6.5 Agency shall also carry out cleaning job of internal / external drainage system to avoid choking at least twice in a month by using mechanical devices provided by the agency.

6.6 Any packing and unpacking material, shifting of furniture and loading unloading of articles etc. as per requirement and also preparing conference room, Training Room for use, placement and management of equipment such as OHP, TV, LCD, VCR etc. & any other office work shall be part of services under this agreement without any extra payments/claims on that account.

6.7 The agency will be fully responsible for removable of garbage and proper disposal of the same. And also ensure that no accumulation of garbage is there in and around the premises.

6.8 **SPECIAL DUTIES:** Whenever required, plumbing & minor carpentry work may be requested to be under taken by the contractor. Agency will have to do any other duties not specifically mentioned herein above pertaining to UIDAI services maintenance as assigned by Deputy Director General, Assistant Director Generals, Section Officers.

## 7.0 SCHEDULE OF WORK:

Details of schedules are as below:

7.1 Area of Housekeeping and Maintenance work:

Sr. No.	Particulars Of space	Qty Appx.	Area
1	Executive cabins	6	1200 sft
2	Main Conference room (80 per capacity)(32 seater)	1	1200sft
3	Mini Conference room	2	200 sft
4	Training room (30 seater)	1	600 sft
5	Pantry (20 seater)	1	200 sft
6	Workstations - 20 Nos.	20	2000 sft
7	Reception area including lift lobby	1	1000 sft
8	Rest Rooms	2	200 sft
9	Common corridor	2 sides	3000 sft
10	Data upload centre	1	300 sft
11	Reception washroom - Ladies	1	150 sft

12	Reception washroom - Gents	1	200 sft
13	Power panel	1	40 sft
14	Meeting room	1	240 sft
15	Data centre	1	140 sft

## 7.2 Frequency of Cleaning / Maintenance as per description:

Sr. No.	Description	Activity	Mode	Frequency
<b>1</b>	<b>Floor</b>			
	1.1 Tiled Floor	Wet mopping	Manual	Daily
	1.2 Wooden Floor	Dry Mopping	Manual	Daily
	1.3 Floor Carpet	Vacuum Cleaning	Mechanised	Weekly Once
<b>2</b>	<b>Furniture</b>			
	2.1 Wooden Tables (Executive)	Dusting	Manual	Daily
	2.2 Wooden Tables (Work Stations)	Dusting	Manual	Daily
	2.3 Chairs (Executive)	Dry Mopping	Manual	Daily
	2.4 Chairs (Work Station)	Dry Mopping	Manual	Daily
	2.5 Center Tables- Glass top (including executive and reception center)	Dusting	Manual	Daily
	2.6 Wooden Cup-Boards (Executive)	Dusting	Manual	Daily
	2.7 Wooden Cup-Boards (Work Stations)	Dusting	Manual	Daily
	2.8 Sofas (Executive Cabin)	Vacuum cleaning	Mechanised	Weekly Once
	2.9 Sofas (Reception)	Dry Mopping	Manual	Daily
<b>3</b>	<b>Glass Panels</b>			
	3.1 Windows	Dry Mopping	Manual	Weekly Once
	3.2 Cabin Glass panels (Executive)	Dry Mopping	Manual	Weekly Once
<b>4</b>	<b>Electrical Appliances</b>			
	4.1 Coffee Machine	Dry Mopping	Manual	Daily
	4.2 Xerox Machine	Dry Mopping	Manual	Daily
	4.3 Water Cooler	Dry Mopping (external)	Manual	Daily
		Refilling of water	Manual	Daily
	Cleaning (Internal)	Manual	As per Schedule)	
<b>5</b>	<b>Electronic Appliances</b>			
	5.1 Personal Computers	Dry Mopping	Manual	Daily
	5.2 Televisions (including Executive rooms and Conference Room)	Dry Mopping	Manual	Daily
	5.3 Printers	Dry Mopping	Manual	Daily

<b>6</b>	<b>Air Conditioning</b>			
	6.1 Vents in Executive Cabins	Dry Mopping	Manual	Weekly Once
	6.2 Ducts of Centralised Air Conditioning	Dry Mopping	Manual	Weekly Once
<b>7</b>	<b>Miscellaneous</b>			
	7.1 Drinking Water	Refilling		Daily
	7.2 Room Freshener	Spraying		Daily (All Executive cabins and premises of Workstations including reception area.) Note: Conference Rooms and Meeting Rooms on requirement.

## 8.0 **BILLS:**

8.1 The Agency shall submit its monthly bill for Housekeeping on or before 5th day of the succeeding month along with the Statutory Compliance Report to the Agreement duly certified by the authorized Representative of UIDAI, RO, Mumbai.

8.2 UIDAI, RO, Mumbai shall have right to withhold the payment of monthly bill in case the Agency fails to produce the proof of the payments made by them to the employees deployed by them and the statutory compliance as mentioned. The Agency shall in no case withhold the payments due to their employees for any reason whatsoever including that an account of non clearance of its bills by UIDAI, RO, Mumbai. The Agency shall disburse the wages/salary to its employee on or before 3<sup>rd</sup> day of the succeeding month and obtain the signatures of the 'staffs' on the Wages Register in token of the payment made to its employees.

8.3 UIDAI, RO, Mumbai Shall not accept and entertain any claim in the event of the Agency's employee sustaining any injury, damage or loss either to person or property either inside or outside the UIDAI, RO, Mumbai premises. It shall be the sole responsibility of the successful tenderer to repay all such expenses in respect of his employees. The successful shall provide necessary ESI or Insurance cover to his all employees under Workmen Compensation Act under intimation to UIDAI, RO, Mumbai.

8.4 If in the course of execution of this contract by the Agency any minor or major damage is caused by the Agency or its workmen to the persons or property of UIDAI, RO, Mumbai after joint inspection by UIDAI, RO, Mumbai and the "Contractor" any claims arising there from shall be recovered, settled and dealt with directly by the Agency and the Agency shall render all assistance and co-operation to UIDAI, RO, Mumbai if any is held thereon. The contractor agrees to undertake and indemnify UIDAI, RO, Mumbai against all such claims.

## 9.0 **WAGES:**

9.1 The Agency shall be solely responsible for all statutory payments to its employees/labour under all relevant statutes for the purposes of this Agreement.

9.2 The Agency shall ensure that it fully complies with and observes all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970. The Minimum Wages Act,

1948, Payment of Wages Act 1935, Employees Provident Fund and Miscellaneous Provision Act, the ESI Act, the gratuity act 1972 and such other statutory enactments rules and regulation laid down by the Govt. or local body in force compliance or violation thereof shall be the Agency's sole responsibility and subsequent amendments thereof.

9.3 The Agency shall pay its employees on or before 3rd day of every month under intimation to UIDAI, RO, Mumbai.

9.4 **OVERTIME** : In spite of the intimation from UIDAI, RO, Mumbai if the agency fails to provide proper person for the duty and in turn deploys the person from the existing strength by way of overtime UIDAI, RO, Mumbai will not be responsible for the payment of such overtime and will pay only at the rate of regular Wages.

## **10.0 INDEMNITY:**

10.1 The agency shall keep UIDAI, RO, Mumbai effectually indemnified against all claims for compensation under the provisions of any law for the time being in force / brought in to force by or in respect of any workman deployed by the Agency directly or indirectly in carrying out the obligations under the contract and against all costs and expenditures incurred by UIDAI, RO, Mumbai in connection therewith.

10.2 UIDAI, RO, Mumbai shall be entitled to deduct or otherwise recover from his dues, any amount from all the money payable by UIDAI, RO, Mumbai to the Agency on any account by the way of compensation as aforesaid or of any other nature and costs or expenses in connection with any claim thereto. For the purpose an indemnity bond will have to be executed by the Agency in favour of UIDAI, RO, Mumbai as Principal Employer before commencement of work under this Agreement.

10.3 The Agency shall also keep UIDAI, RO, Mumbai as Principal Employer indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims, and demands in any way arising out of or by reason of anything done or omitted to be done by the Agency under any law that may be/may become effectible

10.4 The Agency would also ensure that its activities do not in any manner disturb officials, staff of UIDAI, RO, Mumbai and also do not damage any assets of UIDAI, RO, Mumbai.

## **11.0 GRIEVANCES:**

In case of the workers engaged by the Agency have any grievances, they will take up the same with the Agency without creating any disturbance on the premises of UIDAI, RO, Mumbai. If the Agency's workers resort to any agitation resulting in any damage to the property of UIDAI, RO, Mumbai and or reputation, hindrance to its work the Agency would be liable for payment of damages to UIDAI, RO, Mumbai. It will also be construed as breach of contract rendering the Agency liable for such action as may be deemed necessary. Under no circumstances, agitation means are to be resorted to by the workers of the Agency in the UIDAI, RO, Mumbai, premises or with reference to UIDAI, RO, Mumbai by name or in any other manner whatsoever. On expiry of the contract the Agency undertakes to vacate the premises without hesitation and murmur, in peace with all the workers without creating any disturbance. The Agency will be solely responsible if the workers engaged by it misbehave or create disciplinary or law and order problems in the premises of UIDAI, RO, Mumbai.

**(Dr. B V Jichkar)**  
**Deputy Director**



**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On stamp paper of appropriate value from any Nationalized Bank)  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA, REGIONAL OFFICE, 7<sup>TH</sup> FLOOR, MTNL  
EXCHANGE BUILDING, G.D COMANI MARG, CUFFE PARADE,  
MUMBAI – 400 005.

Dear Sir,

In consideration of UIDAI, RO, MUMBAI (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to ..... (here in after referred to as the said Company / firm or Company / firm' when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. .... In terms inter alias, of the NIB's Letter No. .... dated. .... and the General Conditions of Contract and upon the condition of the Company / firm's furnishing security for the performance of the Company / firm's obligations and discharge of the Company / firm's liability under in connection with the said contract up to a sum of Rs...../- (Rupees .....Only).

1. We. ....a banking company registered under the banking companies act 1949 and having our registered office at ..... (here in after called "The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the Company / firm to The Employer under in respect of or in connection with the side contract inclusive of all The Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs. ..../- (Rupees..... only).

2. We ..... Bank further agree that the Employer shall be sole judge of and as to whether the said Company / firm has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer on account thereof and the decisions of The Employer that the said Company / firm has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.

3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Company / firm's obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-à-vis the Company / firm or to grant time or indulgence to the Company/ firm or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Company / firm or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Company / firm but shall in all respect and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.

5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Company / firm stopping or preventing or purporting to stop or prevent any payment by the bank to the Employer in terms hereof.

6. The amount started in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Company / firm or as suffered or incurred by the Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.

7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Company/ firm arising up to and until midnight of .....

8. This guarantee shall be addition to any other guarantee or security whatsoever that the Employer may now or at any time anywise may have in relation to the Company / firm's obligations/ or liabilities under and/ or in connection with the said contract, and the Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

9. It shall not be necessary for the Employer to proceed against the said Company / firm before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the Company / firm shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.

10. We, the said Bank, undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Company / firm or the said Bank shall not discharge our liability hereunder.

11. We. ....the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.

12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs...../- (Rupees ..... only) and this guarantee shall remain in force till .....and unless a claim is made on us within 3 months from that date, that is before ..... all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated .....day of .....20.....

For and on behalf of Bank.

Issued Under Seal